UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ANTONIO CRUZ, ANGEL ARROYO, and REYNALDO MUNOZ, Individually and on Behalf of All Other Persons Similarly Situated, Plaintiffs, v. PLAZA MOTORS OF BROOKLYN INC., Defendant.	ECF CASE Index. No.: CLASS AND COLLECTIVE ACTION COMPLAINT JURY TRIAL DEMANDED

NATURE OF THE ACTION

1. Plaintiffs Antonio Cruz, Angel Arroyo, and Reynaldo Munoz allege on behalf of themselves and other similarly situated current and former employees of Defendant Plaza Motors of Brooklyn Inc. ("Plaza Motors") and those who elect to opt into this action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), that they are entitled to (i) unpaid wages from Plaza Motors for overtime work for which they did not receive overtime premium pay, (ii) compensation for off-the clock work, and (iii) liquidated damages under the FLSA, 29 U.S.C. §§201 *et seq.*

2. Plaintiffs Cruz, Arroyo and Munoz further complain on behalf of themselves, and a class of other similarly situated current and former employees of Plaza Motors, pursuant to Fed. R. Civ. P. 23, that they are entitled to (i) back wages from Plaza Motors for overtime work for which they did not receive overtime premium pay, as required by the New York Labor Law, (ii) compensation for off-the-clock work, (iii) statutory penalties for Plaza Motors failing to provide its employees the Notice and Acknowledgment of Pay rate and Payday as required under N.Y. Lab. Law § 195.1(a)

within ten business days of their hire date ("195.1 Notice"), and (iv) liquidated damages under the Labor Law, as amended by the Wage Theft Prevention Act.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 1331 and 1337, 1343, and supplemental jurisdiction over Plaintiffs Cruz, Arroyo and Munoz's state law claims under 28 U.S.C. § 1367. In addition, the Court has jurisdiction over Plaintiffs Cruz, Arroyo and Munoz's FLSA claims under 29 U.S.C. § 216(b).

4. Venue is proper in this district under 28 U.S.C. §1391(b).

5. This Court is empowered to issue a declaratory judgment under 28 U.S.C. §§ 2201 and 2202.

THE PARTIES

6. Plaintiff Cruz was, at all relevant times, an adult individual, residing in Brooklyn, New York, Kings County.

7. Plaintiff Arroyo was, at all relevant times, an adult individual, residing in Brooklyn, New York, Kings County.

8. Plaintiff Munoz was, at all relevant times, an adult individual, residing in Brooklyn, New York, Kings County.

9. Upon information and belief, Defendant Plaza Motors is a domestic corporation, organized and existing under the laws of the State of New York, which is licensed to do business in the State of New York with a principal place of business at 2740 Nostrand Avenue, Brooklyn, New York 11210.

10. Upon information and belief, Plaza Motors is an enterprise engaged in commerce or in the production of goods for commerce. Plaza Motors is engaged in

commerce or in the production of goods for commerce, because, *inter alia*, it has employees that handle goods and materials that have been produced for and moved in commerce, and, upon information and belief, its annual gross volume of business is at least $500,000.00. These goods and materials that have been produced for and moved in commerce, which its employees have handled, include, but are not limited to, computers and automobile parts.

11. Plaza Motors has, directly or indirectly, hired and fired Plaintiffs Cruz, Arroyo and Munoz and other employees, supervised and controlled Plaintiffs' work schedule and employment conditions, determined their payment rate and method, and kept at least some records regarding their employment.

STATEMENT OF FACTS

12. At all relevant times, upon information and belief, Plaza Motors is an automobile dealership that sells Acura, Honda, Hyundai, Kia, Scion and Toyota-manufactured cars and auto parts.

13. Plaza Motors employed Plaintiff Cruz as a parts counterperson at the Honda and Hyundai dealerships from September 17, 2013 to May 12, 2016.

14. Plaza Motors employed Plaintiff Arroyo as a parts counterperson at the Honda and Hyundai dealerships from February 27, 2013 to May 2, 2016.

15. Plaza Motors employed Plaintiff Munoz as a parts counterperson at the Honda and Hyundai dealerships from, in or about, July 2014 to July 15, 2016 when he was promoted to manager.

16. As a parts counterperson, the primary duties of Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, the Rule 23 Class (as defined below) and

Collective Action Members (as defined below) included ordering and selling automobile parts to customers, and organizing the inventory.

17. Throughout the time Plaza Motors employed Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, both before that time and continuing until today (the Class and Collective Action Period), Plaza Motors has likewise employed other individuals like Plaintiffs Cruz, Arroyo and Munoz (the Rule 23 Class and Collective Action Members) in positions that required little skill and no capital investment, and their duties and responsibilities did not include any managerial responsibilities, or the exercise of independent judgment.

18. Parts counterpersons report to the Parts Manager who reports to the Parts Service Director.

19. At any one time, 6 parts counterpersons are working at each Plaza Motors dealerships.

20. A moderate turnover rate exists with the parts countermen: some voluntarily terminate their employment while Plaza Motors terminates others' employment.

21. Plaintiffs Cruz, Arroyo and Munoz and, upon information and belief, the Rule 23 and Collective Action Members were scheduled to work a minimum of 5 days per week that were at least 9 hours long.

22. Plaintiff Cruz's regular work schedule was from 7:30 a.m. to 5:15 p.m. five days per week and was provided with at most a twenty-minute lunch, equaling 47.0 hours (9.4 hours x 5 days) of work.

23. Plaintiff Arroyo's regular work schedule was from 10:00 a.m. to 7:00 p.m. five days per week and was infrequently provided with an uninterrupted lunch break, resulting in him regularly working 45 hours each week (9.0 hours x 5 days).

24. Plaintiff Munoz's regular work schedule was from 7:00 a.m. to 4:00 p.m., Monday, Tuesday, Thursday, Friday and Saturday with at most a twenty-minute lunch, equaling 43.3 hours (8.6 hours x 5 days) of work.

25. In addition to their regular schedule, Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 and Collective Action Members would also sometimes be scheduled to work an extra shift, usually over the weekend.

26. Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 and Collective Action Members clocked in and out using a biometric hand scanner.

27. Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, the Rule 23 and Collective Action Members regularly worked more than 40 hours per week.

28. Plaintiff Cruz, for example, worked 44.2 hours during the week of March 8, 2015 and 46.7 hours the week of June 14, 2015.

29. Regardless of whether they took a lunch break, Plaza Motors automatically deducted a one-hour lunch break from Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, the Rule 23 and Collective Action Members' time records.

30. Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, the Rule 23 and Collective Action Members regularly did not work an uninterrupted one hour lunch break; their lunch breaks were regularly interrupted; and they remained on duty while eating their lunch.

31. Through implementing its policies and observing them, Plaza Motors knew that Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class and Collective Action Members were working through lunch and permitted them to do so.

32. The time Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, the Rule 23 and Collective Action Members worked through lunch is compensable.

33. Plaza Motors paid Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, the Rule 23 Class and Collective Action Members the same hourly rate for all hours worked – regardless if they worked more than 40 hours in a week.

34. Plaintiff Cruz's hourly rate gradually increased from $13.50 to $15.50.

35. Plaintiff Arroyo's hourly rate was $12.50 throughout his employment.

36. Plaintiff Munoz's hourly rate was $13.50 throughout his employment as a parts counterperson.

37. Plaza Motors did not pay Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, the Rule 23 Class and Collective Action Members one and one-half times (1.5) their regular hourly rate for any hour they worked above forty in a week ("overtime pay").

38. Plaza Motors treated Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 and Collective Action Members as non-exempt employees by requiring them to sign in and out, deducting a one-hour lunch break, deducting their pay if they left early or if they took a day off.

39. Plaza Motors paid Plaintiffs Cruz, Arroyo, Munoz and, upon information and belief, the Rule 23 Class and Collective Action Members commission on their sales, which equaled at most 25% of their total earnings for that pay period.

40. Plaintiffs Cruz, Arroyo and Munoz and, upon information and belief, the Rule 23 Class and Collective Action Members' commissions did not equal 50% or more of their total earnings in any pay period.

41. Regardless of what location they worked at, the Plaintiffs were paid under the same policies and by the same corporate entity: Plaza Motors of Brooklyn Inc.

42. Plaza Motors never provided Plaintiffs Cruz, Arroyo and Munoz with the 195.1 Notice.

43. From speaking with other Rule 23 Class and Collective Action Members at their dealerships and at the Acura and Toyota dealerships, Plaintiffs Cruz, Arroyo and Munoz know that they, like them, regularly worked more than 40 hours in week; their commissions did not equal or exceed 50% of their total earnings in any pay period paid; Plaza Motors paid them their regular hourly rate for every hour they worked – even when they worked more than 40 hours in a week; Plaza Motors automatically deducted one hour from their hours for lunch; they regularly had their lunch break interrupted and remained on duty while eating lunch; Plaza Motors did not compensate them for their interrupted lunch break; and Plaza Motors did not provide them with the 195.1 Notice.

COLLECTIVE ACTION ALLEGATIONS

44. Under 29 U.S.C. §207, Plaintiffs Cruz, Arroyo and Munoz seek to prosecute their FLSA claims as a collective action on behalf of all persons Plaza Motors employed and is employing as a parts counterperson at any time since November 7, 2013

to the entry of judgment in this case (the "Collective Action Period"), who were non-exempt employees within the meaning of the FLSA, who were not paid overtime compensation for hours worked in excess of forty (40) per workweek, and who were not compensated for all hours worked (the "Collective Action Members").

45. This collective action class is so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, and the facts on which the calculation of that number are presently within the sole control of Plaza Motors, upon information and belief, approximately twenty (20) Collective Action Members exist during the Collective Action Period, most of whom would not be likely to file individual suits because they lack adequate financial resources, access to attorneys or knowledge of their claims.

46. Plaintiffs Cruz, Arroyo, Munoz and the Collective Action Members are similarly situated on the following legal and fact issues:

a. They performed similar duties;

b. Plaza Motors employed them within the meaning of the FLSA;

c. Plaza Motors failed to pay the Collective Action Members overtime compensation for hours worked in excess of forty (40) hours per workweek, violating the FLSA and the regulations promulgated thereunder;

d. Plaza Motors failed to compensate the Collective Action Members for all hours worked in excess of forty hours by automatically deducting an hour for lunch when they did not work an uninterrupted hour lunch break;

e. Plaza Motors misclassified the Collective Action Members as exempt from overtime;

f. Plaza Motors' violations of the FLSA are willful as that term is used within the context of the FLSA;

g. Plaza Motors is liable for all damages claimed hereunder, including but not limited to compensatory, liquidated damages, interest, costs and disbursements and attorneys' fees; and

h. Plaza Motors should be enjoined from such violations of the FLSA in the future.

CLASS ALLEGATIONS

47. Plaintiffs Cruz, Arroyo and Munoz sue on their own and on behalf of a class of persons under Fed. R. Civ. P. 23(a), (b)(2) and (b)(3).

48. Plaintiffs Cruz, Arroyo and Munoz bring their Labor Law claims on behalf of all persons whom Plaza Motors is employing and has employed as a parts counterperson at any time since November 7, 2010, to the entry of judgment in this case (the "Class Period"), who were non-exempt employees within the meaning of the Labor Law, who were not paid overtime compensation of one and one-half (1.5) times their regular rate of pay for hours worked in excess of forty (40) per workweek and who were not compensated for all hours worked (the "Rule 23 Class Members").

49. The Rule 23 Class Members identified above are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, and the facts to calculate that exact number are presently within the sole control of the Plaza Motors, upon information and belief, approximately forty (40) Rule 23 Class Members exist during the Class Period.

50. Plaintiffs Cruz, Arroyo and Munoz's claims are typical of the claims of the Rule 23 Class, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant.

51. Plaza Motors has acted or refused to act on grounds generally applicable to the Rule 23 Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

52. Plaintiffs Cruz, Arroyo and Munoz bring their Labor Law claim for failure to provide the 195.1 Notice on behalf of all persons whom Plaza Motors has hired at any time from April 9, 2011 to the entry of judgment in this case (the "Sub-Class Period") who did not receive the required Notice and Acknowledgment of Pay rate and Payday under Labor Law § 195.1(a) within ten (10) business days of the first date of their employment (the "Rule 23 Sub-Class Members").

53. The Rule 23 Sub-Class Members identified above are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, and the facts to calculate that number are presently within the sole control of the Plaza Motors, upon information and belief, approximately fifty (50) Rule 23 Sub-Class Members exist during the Sub-Class Period.

54. Plaintiffs Cruz, Arroyo and Munoz's claims are typical of the Rule 23 Sub-Class', and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour

litigation where individual plaintiffs lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant.

55. Plaintiffs Cruz, Arroyo and Munoz are committed to pursuing this action and have retained competent counsel experienced in employment law, wage and hour law, and class action litigation.

56. Common questions of law and fact exist as to the Rule 23 Class and Sub-Class that predominate over any questions solely affecting the individual Rule 23 Class and Sub-Class Members, including but not limited to:

a. Whether Plaza Motors employed Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class and Sub-Class Members within the meaning of the Labor Law;

b. Whether Plaza Motors failed to keep true and accurate time records for all hours Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members worked;

c. Whether Plaza Motors misclassified Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members as exempt from overtime;

d. What proof of hours worked is sufficient where employers fail in their duty to maintain time records;

e. Whether Plaza Motors failed and/or refused to pay Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members premium pay for hours worked in excess of forty (40) hours per workweek within the meaning of the Labor Law;

f. Whether Plaza Motors failed and/or refused to compensate Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members for all compensable hours worked;

g. Whether Plaza Motors failed to provide Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Sub-Class Members the required Notice under Labor Law § 195.1(a);

h. Whether Plaza Motors is liable for all damages claimed hereunder, including but not limited to, statutory penalties, interest, costs and disbursements and attorneys' fees; and

i. Whether the Plaza Motors should be enjoined from such violations of the Labor Law in the future.

FIRST CAUSE OF ACTION

FAIR LABOR STANDARDS ACT – UNPAID OVERTIME
(Brought on Behalf of Plaintiffs Cruz, Arroyo, Munoz and
the Collective Action Members)

57. Plaintiffs Cruz, Arroyo and Munoz repeat and reallege each and every allegation of the preceding paragraphs as if fully set forth herein.

58. At all relevant times, Plaza Motors has been and continues to be an employer engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

59. At all relevant times, Plaza Motors employed, and/or continues to employ, Plaintiffs Cruz, Arroyo, Munoz and the Collective Action Members within the meaning of the FLSA.

60. Upon information and belief, at all relevant times, Plaza Motors has had gross revenues in excess of $500,000.

61. Plaintiffs Cruz, Arroyo and Munoz consent in writing to be a party to this action under 29 U.S.C. §216(b). Their written consents are attached hereto and incorporated by reference.

62. Plaza Motors was required to pay Plaintiffs Cruz, Arroyo, Munoz and the Collective Action Members no less than one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek under the overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, including 29 U.S.C. §§ 207(a)(1) and 215(a).

63. At all relevant times, Plaza Motors has had a policy and practice of refusing to pay overtime compensation to their employees for all of their hours worked in excess of forty (40) hours per workweek.

64. In failing to pay Plaintiffs Cruz, Arroyo, Munoz and the Collective Action Members overtime premium pay, Plaza Motors violated the FLSA and the regulations thereunder, including 29 C.F.R. §§ 785.13, 785.11.

65. Plaza Motors has willfully violated the FLSA by knowingly and intentionally failing to pay the Collective Action Members overtime wages.

66. As a result of Plaza Motors' failure to record, report, credit, and/or compensate Plaintiffs Cruz, Arroyo, Munoz and the Collective Action Members, Plaza Motors has failed to make, keep and preserve records with respect to each of its employees sufficient to determine the wages, hours, and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. §§ 201, *et seq.*, including 29 U.S.C. §§ 207(a)(1) and 215(a).

67. Because Plaza Motors' violations of the FLSA have been willful, a three-year statute of limitations applies under 29 U.S.C. § 255.

68. As a result of Plaza Motors' violations of the FLSA, Plaintiffs Cruz, Arroyo, Munoz and the Collective Action Members have suffered damages by being denied overtime wages in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation under 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

FAIR LABOR STANDARDS ACT – OFF-THE-CLOCK WORK
(Brought on Behalf of Plaintiffs Cruz, Arroyo, Munoz and the Collective Action Members)

69. Plaintiffs Cruz, Arroyo and Munoz repeat and reallege each and every allegation of the preceding paragraphs as if fully set forth herein.

70. Plaza Motors failed to compensate Plaintiffs Cruz, Arroyo and Munoz and the Collective Action Members for all compensable hours by automatically deducting one hour for lunch when they did not work an uninterrupted one-hour lunch break.

71. In failing to compensate Plaintiffs Cruz, Arroyo, Munoz and the Collection Action Members for all compensable hours worked, Plaza Motors violated the FLSA and the regulations thereunder, including 29 C.F.R. §§ 785.13, 785.11.

72. As a result of Plaza Motors' violations of the FLSA, Plaintiffs Cruz, Arroyo, Munoz and the Collective Action Members have suffered damages by being denied compensation in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation under 29 U.S.C. § 216(b).

THIRD CAUSE OF ACTION

NEW YORK LABOR LAW – UNPAID OVERTIME
(Brought on Behalf of Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members)

73. Plaintiffs Cruz, Arroyo and Munoz repeat and reallege each and every allegation of the preceding paragraphs as if fully set forth herein.

74. Plaza Motors is an employer within the meaning of Labor Law §§ 190, 196-d, 651(5), 652 and supporting New York Statement Department of Labor Regulations and employed Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members.

75. Under the Labor Law and supporting New York Statement Department of Labor Regulations, Plaza Motors was required to pay Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members one and one-half (1.5) times their regular rate of pay for all hours they worked in excess of forty (40).

76. Plaza Motors failed to pay the Rule 23 Class Members overtime premium pay for any hour they worked above forty in a week, violating the Labor Law. 12 N.Y.C.R.R. § 142-2.2.

77. Plaza Motors failed to compensate Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members at their overtime premium rate for any hour worked in excess of forty (40) per week.

78. Plaza Motors has willfully violated the Labor Law by knowingly and intentionally failing to pay the Rule 23 Class Members the correct amount of overtime wages.

79. Due to Plaza Motors' violations of the Labor Law, Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members are entitled to recover from Plaza Motors their

unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre and post-judgment interest. N.Y. Lab. Law § 663.

FOURTH CAUSE OF ACTION

NEW YORK LABOR LAW – OFF-THE-CLOCK WORK
(Brought on Behalf of Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members)

80. Plaintiffs Cruz, Arroyo and Munoz repeat and reallege each and every allegation of the preceding paragraphs as if fully set forth herein.

81. Plaza Motors failed to compensate Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members for all time they spent working after their shifts.

82. Plaza Motors permitted Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members to work through their lunch and failed to compensate them for that work.

83. In failing to compensate Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members for all compensable hours worked, Plaza Motors violated the Labor Law and the regulations thereunder, 12 N.Y.C.R.R. §§ 146-1.2, 1.4.

84. As a result of Plaza Motors' violations of the Labor Law, Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Class Members have suffered damages by being denied compensation in accordance with the Labor Law in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation under the Labor Law.

FIFTH CAUSE OF ACTION

NEW YORK LABOR LAW – FAILURE TO PROVIDE 195.1 NOTICE
(Brought on Behalf of Plaintiffs Cruz, Arroyo, Munoz and
the Rule 23 Sub-Class Members)

85. Plaintiffs Cruz, Arroyo and Munoz repeat and reallege each and every allegation of the preceding paragraphs as if fully set forth herein.

86. Plaza Motors has willfully failed to supply Plaintiff Cruz, Arroyo, Munoz and the Rule 23 Sub-Class Members with the required Notice and Acknowledgement of Pay Rate and Payday under NYLL § 195.1(a) within ten business days of their first employment date.

87. Due to Plaza Motors' violations of Labor Law § 195.1 from April 9, 2011 to February 26, 2015, Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Sub-Class Members are entitled to recover from Plaza Motors fifty dollars ($50.00) for each work week that the violations occurred or continue to occur, or a total of two thousand five hundred dollars ($2,500.00), reasonable attorneys' fees, costs, injunctive and declaratory relief. New York. Lab. Law § 198(1)-b (2014).

88. Due to Plaza Motors' violations of Labor Law § 195.1 on or after February 27, 2015, Plaintiffs Cruz, Arroyo, Munoz and the Rule 23 Sub-Class Members are entitled to recover from Plaza Motors fifty dollars ($50.00) for each work day that the violations occurred or continue to occur, or a total of five thousand dollars ($5,000.00), reasonable attorneys' fees, costs, injunctive and declaratory relief. New York. Lab. Law § 198(1)-b (2016).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Cruz, Arroyo and Munoz, on behalf of themselves and the Rule 23 Class and Collective Action Members, respectfully request this Court grant the following relief:

a. Certifying this action as a class action under Fed. R. Civ. P. 23(b)(2) and (3) on behalf of the Rule 23 Class and Sub-Class Members and appointing Plaintiffs Cruz, Arroyo and Munoz and their counsel to represent the Rule 23 Class and Sub-Class;

b. Designating this action as a collective action on behalf of the Collective Action Members and prompt issuance of notice under 29 U.S.C. § 216(b) to them, that apprises them of the pendency of this action, permits them to assert timely FLSA claims in this action by filing individual Consents to Sue under 29 U.S.C. § 216(b) and appointing Plaintiffs Cruz, Arroyo and Munoz and their counsel to represent the Collective Action Members;

c. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the Labor Law;

d. An injunction against Plaza Motors and its officers, agents, successors, employees, representatives and any and all persons acting in concert with them, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;

e. An award of unpaid overtime compensation and off-the-clock work under the FLSA and Labor Law;

f. An award for failing to provide the 195.1 Notice;

g. An award of liquidated and/or punitive damages as a result of the Plaza Motors' willful failure to pay overtime compensation under the FLSA and Labor Law;

h. Equitably tolling the statute of limitations under the FLSA;

i. An award of prejudgment and post-judgment interest;

j. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and

k. Such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs Cruz, Arroyo and Munoz demand a trial by jury on all questions of fact the Complaint raises.

Dated: New York, New York
November 7, 2016

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Attorneys for Plaintiffs Cruz, Arroyo and Munoz

CONSENT TO BECOME PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Plaza Motors of Brooklyn Inc. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, 29 U.S.C. § 216(b) and/or state law.

2. By signing and returning this consent form, I hereby designate Bronson Lipsky LLP and Gottlieb & Associates to represent me in this lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I also authorize the representative plaintiff(s) and designate him/her/them class representative(s) as my agents() to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Bronson Lipsky LLP and Gottlieb & Associates concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

[signature]
Signature

5-19-16
Date

ANTONIO CRUZ
Print Name

CONSENT TO BECOME PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Plaza Motors of Brooklyn Inc., *et al.* and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, 29 U.S.C. § 216(b) and/or state law.

2. By signing and returning this consent form, I hereby designate Bronson Lipsky LLP and Gottlieb & Associates to represent me in this lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I also authorize the representative plaintiff(s) and designate him/her/them class representative(s) as my agents() to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Bronson Lipsky LLP and Gottlieb & Associates concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

______________________________ 8/2/2016

Signature Date

Reynaldo Munoz

Print Name

Try a fast, secure browser with updates built in. Yes, get Chrome now No, not interested Open with
Consent to Become Party Plaintiff re Plaza Motors.pdf

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2 of 3 items

CONSENT TO BECOME PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Plaza Motors of Brooklyn Inc., *et al.* and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, 29 U.S.C. § 216(b) and/or state law.

2. By signing and returning this consent form, I hereby designate Bronson Lipsky LLP and Gottlieb & Associates to represent me in this lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I also authorize the representative plaintiff(s) and designate him/her/them class representative(s) as my agents() to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Bronson Lipsky LLP and Gottlieb & Associates concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

[signature] 7/28/2016
Signature Date

Angel L. Arroyo
Print Name